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September 20, 2021

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Via ECF

The Honorable Lorna G. Schofield
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

Re: Tibor Kiss v. Clinton Green North, LLC, and ABC Corp., a fictitious name
intending to be that of an unknown general contractor//Clinton Green North, LLC
v. Judy Painting Corp., Z&Z Construction & Painting, Inc., and Z&Z Service Inc.
Our File No.: 193001
Date of Loss: September 12, 2017
Docket No.: 17-cv-10029 (LGS)

Dear Honorable Judge Schofield:

Please allow this correspondence to address the Court's September 17, 2021 Order seeking a Reply Memorandum of Law from Judy Painting Corp. in regard to the Motion in Limine to preclude the contractual indemnification clause in the Master Service Agreement (DCT. NO. 240).

Initially, the undersigned would apologize to the Court for failing to withdraw the Motion in Limine. As the Court is aware, the cross-claims of the defendants have recently been discontinued and our firm is now appearing on behalf of all defendants. In view of the foregoing, the Motion in Limine to preclude the contractual indemnification clause in the Master

Service Agreement has become moot. Respectfully, it is requested that this Motion in Limine be withdrawn.

The defendants will request, to the extent the Master Service Agreement is introduced as evidence at the time of trial, to seek a redaction of the indemnification clause as well as any insurance-based provisions, but these are simple trial redactions, which would take place as a matter of course.

Again, we apologize for any confusion arising from the cross-claim discontinuance and the change of counsel.

Very truly yours,

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